

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

INTELLECTUAL VENTURES I LLC,)
)
Plaintiff,)
)
v.) C.A. No. 10-1067 (LPS)
)
SYMANTEC CORPORATION, et al.,)
)
Defendants.)

VERDICT FORM

In answering these questions, you are to follow all of the instructions I have given you in the Court's charge.

Question No. 1 – '610 Patent Infringement

Has Intellectual Ventures proven by a preponderance of the evidence that the Symantec accused products satisfy all limitations of claim 7 of the '610 Patent?

Answer “yes” or “no.” _____

A “yes” answer is a finding for Intellectual Ventures. A “no” answer is a finding for Symantec.

Question No. 2 – '610 Patent Invalidity

Has Symantec proven by clear and convincing evidence that claim 7 of the '610 Patent is invalid?

Answer “yes” or “no.” _____

A “yes” answer is a finding for Symantec. A “no” answer is a finding for Intellectual Ventures.

Answer Question No. 3 only if you answered “Yes” to Question 1 and “No” to Question No.

2. Otherwise skip to Question No. 4.

Question No. 3 – ’610 Patent Damages

To the extent that you find claim 7 of the ‘610 Patent to be both valid and infringed, what sum of money, if any, do you find from the preponderance of the evidence would fairly and reasonably compensate Intellectual Ventures for Symantec’s infringement of the ‘610 Patent?

Answer by providing the amount and checking one of the following boxes.

Only check one of the two boxes.

Amount: \$_____

In the form of:

a one-time, lump sum paid as of the date of the hypothetical negotiation covering all past and future infringing use (Symantec’s position),

or

a running royalty from the date of the hypothetical negotiation covering all past infringing use up to the time of the trial (IV’s position).

Question No. 4 – '050 Patent Infringement

Has Intellectual Ventures proven by a preponderance of the evidence that the Symantec accused products satisfy all limitations of any of the asserted claims of the '050 Patent?

Answer “yes” or “no” for each claim.

A “yes” answer is a finding for Intellectual Ventures. A “no” answer is a finding for Symantec.

YES

NO

Claim 9: _____

Claim 16: _____

Claim 22: _____

Question No. 5 – '050 Patent Invalidity

Has Symantec proven by clear and convincing evidence that any of the asserted claims of the '050 Patent are invalid?

Answer “yes” or “no” for each claim.

A “yes” answer is a finding for Symantec. A “no” answer is a finding for Intellectual Ventures.

YES

NO

Claim 9: _____

Claim 16: _____

Claim 22: _____

Answer Question No. 6 only if you answered “Yes” to Question No. 4 for any claim and “No” to Question No. 5 for that same claim. Otherwise skip to Question No. 7.

Question No. 6 – ’050 Patent Damages

To the extent that you find any of the asserted claims of the ‘050 Patent to be both valid and infringed, what sum of money, if any, do you find from the preponderance of the evidence would fairly and reasonably compensate Intellectual Ventures for Symantec’s infringement of the ’050 Patent?

Answer by providing the amount and checking one of the following boxes.

Only check one of the two boxes.

Amount: \$_____

In the form of:

a one-time, lump sum paid as of the date of the hypothetical negotiation covering all past and future infringing use (Symantec’s position),

or

a running royalty from the date of the hypothetical negotiation covering all past infringing use up to the time of the trial (IV’s position).

Question No. 7 – '142 Patent Infringement

7.1 Has Intellectual Ventures proven by a preponderance of the evidence that the accused versions of Symantec Brightmail products satisfy all limitations of any of the asserted claims of the '142 Patent?

Answer “yes” or “no” for each claim.

A “yes” answer is a finding for Intellectual Ventures. A “no” answer is a finding for Symantec.

YES **NO**

Claim 1: _____

Claim 7: _____

Claim 21: _____

Claim 22: _____

7.2 Has Intellectual Ventures proven by a preponderance of the evidence that the accused versions of Symantec Email.cloud products satisfy all limitations of any of the asserted claims of the '142 Patent?

Answer “yes” or “no” for each claim.

A “yes” answer is a finding for Intellectual Ventures. A “no” answer is a finding for Symantec.

YES **NO**

Claim 1:

Claim 7:

Claim 21:

Claim 22:

Question No. 8 – '142 Patent Invalidity

Has Symantec proven by clear and convincing evidence that any of the asserted claims of the '142 Patent is invalid?

Answer “yes” or “no” for each claim.

A “yes” answer is a finding for Symantec. A “no” answer is a finding for Intellectual Ventures.

YES **NO**

Claim 1:

Claim 7:

Claim 21:

Claim 22:

Answer Question No. 9 only if you answered “Yes” to any of Question Nos. 7.1-7.2 for any claim and “No” to Question No. 8 for that same claim. Otherwise stop here.

Question No. 9 – ’142 Patent Damages

To the extent you find any of the asserted claims of the ’142 Patent to be both valid and infringed, what sum of money, if any, do you find from the preponderance of the evidence would fairly and reasonably compensate Intellectual Ventures for Symantec’s infringement of the ’142 Patent?

Answer by providing the amount and checking one of the following boxes.

Only check one of the two boxes.

Amount: \$_____

In the form of:

a one-time, lump sum paid as of the date of the hypothetical negotiation covering all past and future infringing use (Symantec’s position),

or

a running royalty from the date of the hypothetical negotiation covering all past infringing use up to the time of the trial (IV’s position).

Date

Foreperson

Juror

Juror